

## **Settlement Agreement Conservation Caucus, State of Washington, and Washington Forest Protection Association**

### **I. Recitals**

1.1 By letter dated December 21, 2011, the Conservation Caucus (CC)<sup>1</sup> notified the State of Washington (the Governor, the Commissioner of Public Lands, and the Director of the Department of Ecology) (collectively the State), the Regional Administrator for NOAA Fisheries, the Manager of the local U.S. Fish and Wildlife Service (USFWS) (collectively the Services), and the Region 10 Administrator of the U.S. Environmental Protection Agency (EPA) that the CC maintains several legal concerns with the Forest Practices Habitat Conservation Plan (FPHCP), and the associated Incidental Take Permits (ITPs), Implementing Agreement, and Biological Opinions (collectively the FPHCP). The CC also identified concerns with the Clean Water Act assurances provided to the state forest practices program. The CC's December 21, 2011, letter notified the State and Services that the CC would take legal action challenging these federal approvals before the expiration of the statute of limitations if improvements were not made. The statute of limitations will lapse on May 26, 2012, for the USFWS ITP and June 5, 2012, for the NOAA Fisheries ITP.

1.2 The State denies the CC's allegations, but views the CC's December 21, 2011, letter as an opportunity to improve the FPHCP's adaptive management processes and provide clarity to the funding provisions of the Implementing Agreement.

1.3 The Washington Forest Protection Association (WFPA) is an association of Washington forest landowners whose members have a strong interest in and commitment to the success of the FPHCP. WFPA denies the allegations in the CC's December 21, 2012 letter. WFPA also believes an opportunity exists to improve the FPHCP's adaptive management processes and provide clarity to the funding provisions of the FPHCP Implementing Agreement to obtain long-term regulatory certainty for the timber industry.

1.4 The CC, WFPA, and the State recognize that the CC's threatened legal challenge raises a risk that a failure of assurances under RCW 77.85.190 may occur. The CC, WFPA, and the State all agree that they want to avoid such a failure, and that preservation of the FPHCP is important to them.

1.5 The CC, WFPA, and the State recognize a successful resolution is more likely with the active participation and support of Washington's federally recognized Indian Tribes (Tribes) as well as the forest stakeholders. The State has a strong commitment to and interest in a respectful government-to-government relationship with the Tribes and will collaborate with interested Tribes in a manner consistent with this commitment.

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<sup>1</sup> The CC consists of the Washington Environmental Council, Conservation Northwest, Wild Fish Conservancy, Sierra Club, Olympic Forest Coalition, and the Pacific Rivers Council, and is represented by the Washington Forest Law Center.

1.6 The CC, WFPA, and the State (collectively the Parties) have agreed upon a set of recommended improvements to the existing Implementing Agreement and adaptive management process. These improvements are set forth in this Agreement.

1.7 The State agrees to propose to the Services the clarification of the Implementing Agreement that was developed by the Parties as set forth in Section III of this Agreement immediately upon the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and commitments contained herein, the Parties enter into this Agreement as follows.

## **II. Conservation Caucus Commitments.**

2.1 In consideration of the State and WFPA's commitments contained in this agreement, the CC covenants it will not file any action in any manner, or support any party participating in such challenge, challenging the Services' 2006 decisions granting the State's Incidental Take Permits for the FPHCP. This waiver includes claims that the Services Biological Opinions were not sufficient to support the ITP issuance decisions.

2.2 The CC will not for 3.5 years from the date of execution of this Agreement file any action under the Clean Water Act against the Department of Ecology or EPA or support any party participating in such challenge alleging that the Washington State forest practices rules do not meet federal Clean Water Act requirements or state water quality standards. For an additional six (6) months after this 3.5 year period lapses, the CC will not file any CWA action under this section if the CC believes that progress has been made by the adaptive management program relating to the Clean Water Act studies and their implementation.

2.3 The CC will not for 3.5 years from the date of execution of this Agreement file any action against the Services seeking re-initiation of consultation under Section 7 of the implementation of Endangered Species Act (ESA) regarding the FPHCP or any other citizen suit under the ESA regarding the FPHCP or support any party participating in such challenge. If the clarifications to the FPHCP Implementing Agreement in section III are adopted, this commitment does not apply to any action related to those clarifications initiated after the process identified in Implementing Agreement Section 7.1 is completed. For an additional six (6) months after this 3.5 year period lapses, the CC will not file any ESA action under this section if the CC believes that progress has been made by the adaptive management program relating to studies and their implementation.

2.4 If the adaptive management proposals identified in Attachments 2 and 3 do not result in a change consistent with the commitments in Section IV approved by Forest and Fish Policy and the Forest Practices Board by December 31, 2013, then the CC commitments in paragraphs 2.2 and 2.3 above are withdrawn.

2.5 In the event the CC files an action as described in sections 2.2 or 2.3 of this Agreement, then WFPA may decline to jointly advocate under sections 4.10 and 4.11 of this Agreement, or discuss its legislative goals and objectives under section 4.13 of this Agreement.

### **III. Clarifications to FPHCP Implementing Agreement**

3.1 The State agrees to request from the Services the clarifications to the FPHCP Implementing Agreement set out in Attachment 1 using the process for a minor modification outlined in the Implementing Agreement paragraph 11.1 once this Agreement is signed.

3.2 The State agrees to request that if the Services approve these clarifications to the Implementing Agreement, the changes become effective May 25, 2012.

3.3 If the CC does not receive a confirmation from the Services that the Services will approve the proposed Implementing Agreement minor modification by May 30, 2012, this Agreement shall become null and void.

### **IV. Joint Adaptive Management Proposals.**

4.1 The Parties have collaboratively agreed to numerous process related improvements to the FPHCP's adaptive management program. It will, however, take time for Forest and Fish Policy to consider and recommend improvements to the Forest Practices Board for review and approval.

4.2 Attachment 2 identifies the Adaptive Management Proposal for Improvements to the Program's Process for Making Decisions. This Attachment 2 is incorporated into this Agreement by reference.

4.3 Attachment 3 identifies the Adaptive Management Proposal for a Master Schedule of Cooperative Monitoring, Evaluation & Research Committee (CMER) work. This Schedule is based, in large part, on CMER's current work plan, as approved by Policy and the Forest Practices Board. This schedule will change over time as projects are completed and/or re-prioritized. This Attachment 3 is incorporated into this Agreement by reference.

4.4 The State, CC, and WFPA agree to initiate the joint adaptive management proposals in Attachment 2 and 3 with the Forest and Fish Policy Committee as soon as possible, but no later than the August, 2012 Forest and Fish Policy Meeting.

4.5 If another Caucus opposes these proposals, the CC, State, and WFPA will work collaboratively within the adaptive management program to present the case for these proposals to the dissenting Caucus. This includes using the dispute resolution process.

4.6 The State, CC, and WFPA agree to advocate for proposals contained in this Agreement (including the Master Schedule) in the adaptive management process and before the Forest Practices Board. The Parties understand the adaptive management process must be used for the proposals to be recommended to the Forest Practices Board, and that these proposals could be modified by that process.

4.7 The Parties will work to ensure that Policy will expeditiously implement the prioritized work plan as recommended annually by Policy and adopted by the Forest Practices Board.

4.8 The State, CC, and WFPA agree that if the proposal in Attachment 3 results in a Forest Practice Board's requirement to review and approve the CMER Master Schedule, or a Board determination about compliance with the Schedule, then the Forest Practices Board failure to act as required, as well as the Board's approval of the schedule or determination about compliance with the Schedule, would be reviewable under RCW 34.05.570(4).

4.9 The State, CC, and WFPA agree, to the extent permitted by applicable law, to seek legislative funding levels to ensure the Washington State Department of Natural Resources (DNR) is allocated no less than a minimum forest practices regulatory program biennial budget of \$22.7 million, which is necessary to support the FPHCP, including working together to develop a legislative proposal for a dedicated source of funds.

4.10 The Parties will advocate before the Legislature for continued funding at historic levels for the Forest and Fish Support Account participation grants (including non-profit organizations).

4.11 WFPA and CC will make advocacy to achieve enhanced funding for the DNR forest practices regulatory program a high priority in its annual government advocacy program.

4.12 The Parties acknowledge additional resources are necessary for DNR to more effectively administer the forest practice regulatory program. To the extent permitted by applicable law, the Parties shall work collaboratively to develop a legislative advocacy strategy that obtains additional funds that will strengthen implementation of the forest practices regulatory program.

4.13 The Parties will meet within ninety (90) days from the commence of each regular legislative session to discuss their respective legislative goals and priorities relating to matters covered by this Agreement, and will attempt to reach consensus on these goals and priorities. During this meeting, the Parties will discuss, among other things, a joint strategy for achieving the funding goals and objectives contemplated in this Agreement.

## **V. Additional Terms and Conditions**

5.1 Final Agreement. This Agreement embodies the final and entire understanding of the Parties pertaining to this subject matter and supersedes all prior agreements and understandings, except that all confidentiality agreements related to this dispute are unchanged by this Agreement.

5.2 Severability. If any term or provision in this Agreement is determined to be illegal or unenforceable, all other terms and provisions in this Agreement shall remain effective and shall be enforced to the full extent permitted by law.

5.3 Jointly Drafted. The Parties agree that this Agreement was jointly drafted, that the Agreement shall not be deemed prepared or drafted by any one Party, and no inference or rule of construction shall be applied based on the assumption that any individual Party or subset of the Parties drafted any provision in this Agreement.

5.4 Modification. This Agreement may not be modified, altered, or amended, except pursuant to an instrument in writing signed by all Parties.

5.5 Good Faith. All Parties shall exercise their good faith and diligence in cooperating to carry out the provisions of this Agreement.

5.6 Jurisdiction for Disputes. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

5.7 Settlement Represents Agreement of the Parties – No Admissions Re Merit of Claims. This Agreement is the product of compromise of disputed claims, and it is not to be construed as an admission regarding the correctness of any claims asserted by the CC, WFPA, or the State.

5.8 Media Statements. The Parties agree to cooperate in the preparation of any press releases or statements to the media regarding this Agreement.

5.9 Public Disclosure. The Parties acknowledge that this Agreement, once finalized, is subject to public disclosure under the Public Records Act.

5.10 Informal Dispute Resolution. Prior to seeking judicial review of any dispute under this Agreement, the Parties will first attempt to resolve any dispute under this Agreement through informal dispute resolution procedures. The Party claiming a dispute shall provide notice to the other parties of any claimed dispute. Thereafter, the Parties will meet within thirty (30) days from receipt of the notice to discuss a process and procedures for resolving the dispute. Thereafter, the Parties will meet within fifteen (15) days after the initial meeting to engage in dispute resolution. At the conclusion of this dispute resolution meeting, any Party may elect to pursue any judicial remedy available to that Party.

5.11 Notice. Any notice required under this Agreement shall be in writing, and it shall be provided to the representatives of the Parties via email and certified mail. The notice shall be deemed effective upon receipt by both of the other Parties.

5.12 Representatives. The representatives of the Parties under this Agreement are as follows. These representatives may be changed at any time by providing written notice to each of the other Parties:

To the State: Commissioner of Public Lands  
Washington State Department of  
Natural Resources  
1111 Washington Street SE  
MS 47001  
Olympia, WA 98504

Director  
Washington State Department  
of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600

Deputy Supervisor for Aquatics  
Washington State Department of  
Natural Resources  
1111 Washington Street SE  
MS 47001  
Olympia, WA 98504

Division Chief  
AGO Natural Resources Division  
P.O. Box 40100  
Olympia, WA 98504-0100

EXECUTION VERSION

To WFPA: Executive Director  
724 Columbia St. NW  
Suite 250  
Olympia, WA 98501

With a copy to: Jim Lynch, Counsel  
925 Fourth Ave.  
Suite 2900  
Seattle, WA 98104

To CC: Peter Goldman, Counsel  
Washington Forest Law Center  
615 Second Avenue, Suite 360  
Seattle, Washington 98104-2245

With a copy to: Parties listed in  
Attachment 4.

5.13 Counterparts. This agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the signatory Parties to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures, and may be attached to another counterpart of this Agreement identical in form having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, intending to be bound legally.

**STATE OF WASHINGTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Peter Goldmark, Commissioner of Public Lands

By: \_\_\_\_\_

Date: \_\_\_\_\_

Ted Sturdevant, Director  
Washington Department of Ecology

By: \_\_\_\_\_

Date: \_\_\_\_\_

Patricia Hickey O'Brien  
Senior Assistant Attorney General  
Counsel for State of Washington

**WASHINGTON FOREST PROTECTION ASSOCIATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark Doumit, Executive Director

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**WASHINGTON ENVIRONMENTAL COUNCIL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Joan Crooks, Executive Director

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSERVATION NORTHWEST**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**WASHINGTON STATE CHAPTER OF SIERRA CLUB**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**WILD FISH CONSERVANCY**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**PACIFIC RIVERS COUNCIL**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

**OLYMPIC FOREST COALITION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Its Counsel: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment 1**

### **Potential Clarifications to the FPHCP Implementing Agreement**

**The State will request the following clarification to IA §. 7.1:**

#### **7.1 State Funding.**

7.1.1 The State will use its best efforts to obtain such funds as may be needed for the State to fully implement the HCP. The appropriations of State funding shall be within the sole discretion of the State Legislature. The amount of State funding expended in the 2003-2005 Biennium for administration of the Department of Natural Resources' forest practices regulatory program was \$16.9 million, and the amount of federal funding expended by the State in the 2003-2005 Biennium for administration of the Department of Natural Resources' forest practices regulatory program was \$5.8 million, both measured in 2005 dollars.

The State will promptly notify the Services of any appreciable reduction in available funding below \$22.7 million measured in 2005 dollars calculated using Personal Consumption Expenditures Price Deflators ("PCE"), or any material change in its financial ability to fulfill its obligations under the HCP (Minimum Funding). For the purposes of section 7.1, the forest practices regulatory program includes region operations, region support, GIS support, FPARS administration, compliance monitoring, training, the Forest Practices Board, the Small Forest Landowner Office, and the adaptive management program.

7.1.2 The State and Services will use the following process if Minimum Funding is not achieved in a specific legislative session:

- (a) Within thirty (30) days after the effective date of the legislation causing a funding reduction below Minimum Funding, the State will notify the Services in writing that a funding reduction or material change in financial ability has occurred. If deemed necessary by the Services, the Services will, within ten (10) days after receipt of the State's notice, specify any short-term mitigation measures the State must take to avoid suspension or revocation of the permit until the end of the next legislative session.
- (b) The State will convene a process to develop a plan to address the reduced funding ("Plan"). Within thirty (30) days after giving the notice in (a) above, the State will convene a meeting of the Forest and Fish caucus leaders, including the Services, to collaborate on development of the Plan. The Plan will presume that the restoration of the Minimum Funding is required, but may include an explanation of why restoring the Minimum Funding is not necessary to enforce the forest practices regulatory program, including the adaptive management program, or achieve the conservation goals of the HCP for reasons including, but not limited to, improvements or efficiencies in DNR's forest practices regulatory and enforcement program, reductions in timber harvest, or completion of adaptive management CMER projects. The



Plan will also identify a strategy to restore funding to the forest practices regulatory program, including, to the extent permitted by applicable law, a joint advocacy strategy. The State shall complete its Plan by approximately August 15 and forward it to the Services. If the Plan does not restore funding to Minimum Funding, the State must include an explanation of why the funding reduction is not materially necessary to enforce the forest practice regulations, including the adaptive management program, and must also identify alternatives to funding that minimize any adverse effects of the funding reduction on the achievement of the conservation goals of the HCP. As part of the collaboration, if the Services conclude that the funding reduction could provide less on-the-ground protection for covered species or would have a material adverse impact on the achievement of the conservation goals of the HCP, the Services will advise the State so that the State can modify the Plan before it is finalized. The Services may also provide guidance to the State on funding priorities until the end of the next legislative session.

- (c) By September 15 in the year prior to the next regular legislative session, the State will submit the Plan to the Services, the Governor, the Legislature, and the Forest Practices Board.
- (d) Concurrently, the Services will send the Governor, the Legislature, and the Forest Practices Board a letter that explains the consequences, including suspension or revocation of the incidental take permits, that may result from a failure to provide the necessary funds to implement the Plan.
- (e) The State will notify the Services within thirty (30) days after the end of the next regular legislative session whether the Plan has been successfully funded and implemented.
- (f) If the Plan is not fully funded or implemented, within thirty (30) days of receipt of the notice in (e), the Services will provide the State with an initial assessment of whether the Plan, as funded or implemented, would enable the State to implement the forest practices regulatory program, including the adaptive management program, at comparable levels and rates to those analyzed by the Services in the Forest Practices Habitat Conservation Plan and their Biological Opinions for Permit issuance.
- (g) If the State objects to the Services' initial assessment conducted in (f), within thirty (30) days after the State receives this initial assessment, the Services and State shall use dispute resolution under Par. 12.3.2 of this Agreement for a period not to exceed sixty (60) days.
- (h) If the dispute is not resolved by the expiration of this period, the Services shall notify the State in writing whether or not one or both of the Incidental Take Permits will be suspended or revoked. The Services will consider the

following non-exclusive factors when considering whether to suspend or revoke the Incidental Take Permit: (1) the reason(s) for the State's non-achievement of the Plan; (2) DNR's most recent compliance report and the trend of previous years' compliance reports; (3) the number of adaptive management projects conducted, completed, and (if necessary) enacted into rule; (4) the backlog of uncompleted adaptive management projects and the reasons for this backlog; (5) DNR staffing levels; and (6) the extent of the State's monetary shortfall and the prospects for curing this shortfall in the Legislature. The State's successful funding and implementation of the adaptive management program is a mandatory element of the HCP. The Services shall reinitiate consultation pursuant to 50 C.F.R. §401.16 (or its successor provision), on issuance of the ITP, unless the Services determine, based on the best available scientific information, that any deficiencies in the State's funding or implementation of adaptive management would not have a material effect on listed species or their critical habitat.

**Attachment 2**  
**Adaptive Management Proposal**  
**Improvements to the Program's Process for Making Decisions**

I. Policy:

- a. All participants make a renewed commitment to participation, collaboration and striving for consensus.
- b. Change Policy committee to FPB appointment of official members as nominated by the respective caucus (voting) that are caucus principals or their designee (alternates should also be designated). The Policy committee will be composed of caucus principles or their designee. The Policy committee will act as a consensus-based body.
- c. For purposes of this representation, the following will each have one position on the committee: One designee representing both WDFW and Ecology, Commissioner of Public Lands or designee, Eastside Tribes, Westside Tribes, Conservation Caucus, Industrial Forest Landowners, Small Forest Landowners, Federal Agencies, Local Government.
- d. Though Policy committee members may have support staff that can be consulted, Policy members or alternates are the primary participants at Policy meetings.
- e. DNR will, by September, 2012, retain an independent neutral facilitator at Policy. As consistent with State contracting laws and requirements, before hiring this Facilitator, DNR will give the Policy committee, or a subcommittee thereof, the opportunity to interview and consider all of the candidates. In making a hiring decision, DNR will give strong consideration to Policy's consensus opinion or, if consensus cannot be reached, to the opinion of the majority of the Policy committee. The Facilitator will be brought in under the following circumstances:
  - i. During Stage 1 of Dispute Resolution,
  - ii. At the discretion of the co-chairs in anticipation of a substantial issue being discussed,
  - iii. Two times per year for a meeting of the caucus principles, and
  - iv. For up to nine months following implementation of this agreement in order to enhance the participants' ability to work together as new members are appointed.

II. Work Priorities:

- a. Require Policy to develop and implement a prioritized work plan to be adopted by the FPB.

III. Decision Timelines/Dispute Resolution:

- a. Revise dispute resolution (DR) timeline to a maximum of two (2) months in Stage 1 for both CMER and Policy and three (3) months for Stage 2.
- b. Allow CMER to utilize stage 2 of DR.
- c. If a consensus decision is not reached by CMER in stage 2, the issue will be forwarded to Policy by the Adaptive Management Program Administrator for a decision.
- d. These changes result in a maximum 5 month DR process, though timelines may be extended by consensus of the committee if substantive progress is being made.

In the event the Policy committee cannot reach consensus following stage 2 dispute resolution on an issue and the issue advances to the Forest Practices Board, the AMPA shall deliver the respective majority and minority recommendations to the Forest Practices Board without a separate formal recommendation. The Forest Practices Board shall reserve its right to ask questions of the AMPA relating to these matters.

Attachment 2-1 is a flow chart that illustrates this proposal.

### **Attachment 3**

## **Adaptive Management Proposal Master CMER Schedule**

Attached is a proposed Master Schedule of Cooperative Monitoring, Evaluation & Research Committee (CMER) work (Attachment 3-1). This schedule is based, in large part, on CMER's current work plan (2013) as approved by the Forest and Fish Policy and the Forest Practices Board. The following are components of this proposal:

- 1) The Master Schedule will be adopted using the adaptive management program (AMP). The proposal would be approved by the Forest Practices Board, reviewed periodically, and likely changed over time as projects are completed and/or re-prioritized.
- 2) Once the Master Schedule is approved by Forest and Fish Policy and the Forest Practices Board, it must be reviewed and updated at least every four years. The Master Schedule will prioritize projects for the next 20 years at each 4-year review.
- 3) The AMP will complete work according to the Master Schedule once approved by the Forest Practices Board, or as it is amended by the Board after using the adaptive management program.
- 4) By the May 2014 Forest Practices Board meeting and every two years thereafter, the AMP administrator will report to the Forest Practices Board on the progress of the adaptive management program. The report will include a description of the progress made in implementing the Master Schedule, including work completed, projects that are ongoing and on schedule, those projects that are behind schedule, and the Policy response to final CMER reports.
- 5) At the next regular Forest Practices Board meeting after presentation of the progress report, the Forest Practices Board will make a final determination whether the AMP is in substantial compliance with the Master Schedule.
- 6) The Forest Practices Board determination and findings will be included in the DNR annual report to the Services in the year the determination is made.
- 7) If the Board determines that the AMP is not in substantial compliance with the Master Schedule, the Board shall so notify the Services by letter within 30 days of that determination
- 8) When this proposal is finalized, it should include any recommended changes to the adaptive management process that detail the development of the Master Schedule, review and approval, and how it will be used to guide AMP work.
- 9) By 2031, all of the prioritized projects on the Master Schedule, as amended by the Board, will be completed in accordance with this proposal. By 2040, all of the projects on the Master Schedule, as amended by the Board, will be completed in accordance with this proposal.

**Attachment 4**  
**FORESTS AND FISH CONSERVATION CAUCUS**

**MEMBERS:**

**Washington Environmental Council**

Joan Crooks, Executive Director  
1402 Third Avenue, Suite 1400  
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**Wild Fish Conservancy**

Kurt Beardslee, Executive Director  
15629 Main Street NE  
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Duvall, WA 98019  
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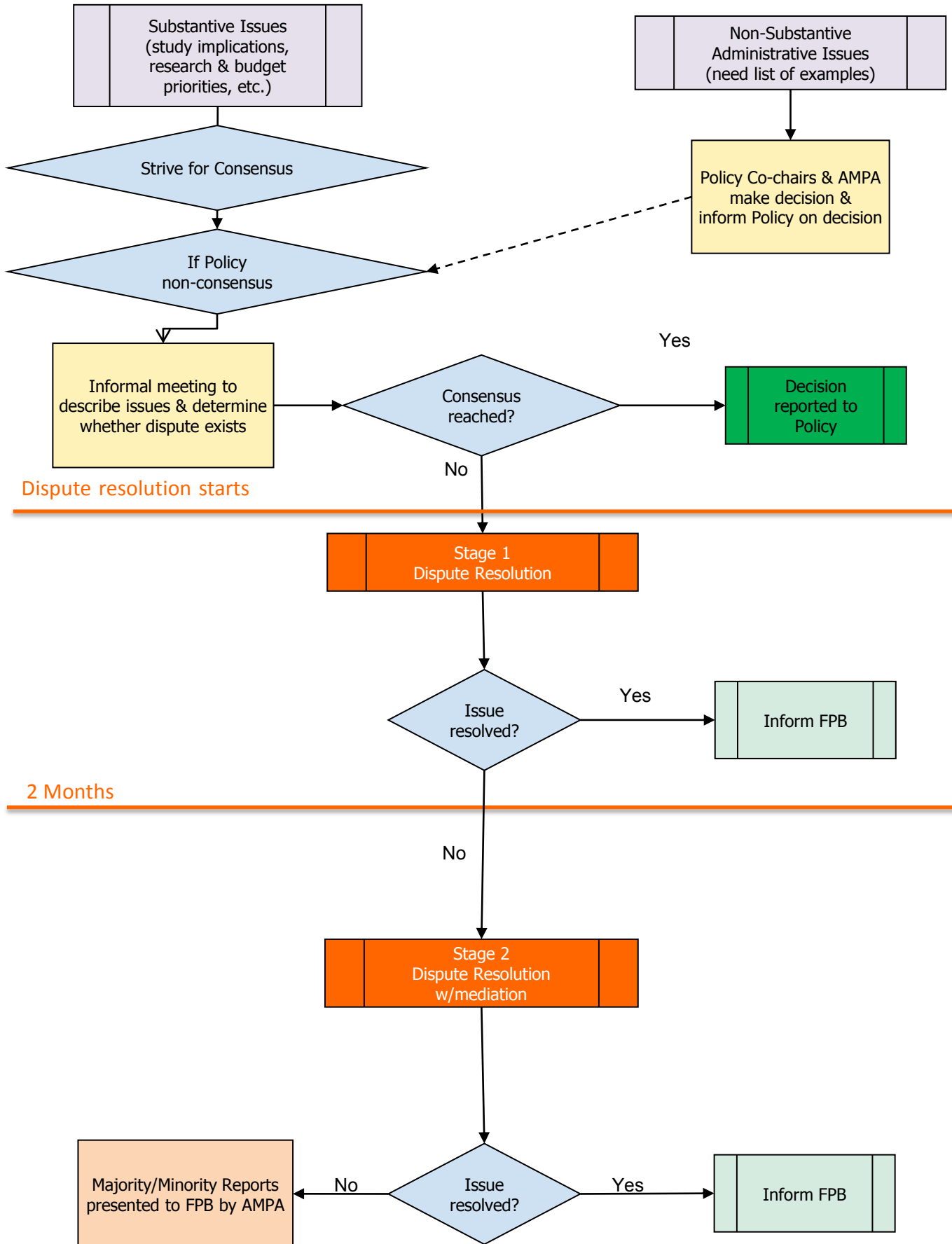
**OF COUNSEL:**

**Washington Forest Law Center**

Peter Goldman, Director and Staff Attorney  
Wyatt Golding, Staff Attorney  
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Seattle, WA 98104  
pgoldman@wflc.org  
wgolding@wflc.org

# Attachment 2-1

## Policy Decision-Making Process for Non-CMER Proposal



Dispute resolution starts

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2 Months

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3 Months (5 Months Total)

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